



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 6174-04-H

REQUEST FOR BID

Bid Opening Date: **June 20, 2003**
@ 2:30 p.m.

Subject: Furnish the City of San Diego with **COMPLETE PALM TREE TRIMMING FOR APPROXIMATELY 30,000 QUEEN, FAN, AND DATE PALMS AND PALM TREE PLANTING**, as may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

LICENSES/CERTIFICATION REQUIRED: C-27 AND C-61 (D49) STATE CONTRACTOR'S LICENSE AND INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFICATION.

NOTE: MANDATORY PRE-BID CONFERENCE – SEE PAGE 5 FOR DETAILS.

Company _____	Name _____ <small>[PRINT OR TYPE]</small>
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your bid.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms _____% _____days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS BID
JENNIFER HENDERSON/cp4, Procurement Specialist
Phone: (619) 236-6044 Facsimile: (619) 236-5904
E-mail: JHenderson@sandiego.gov

TABLE OF CONTENTS

I. Pricing Page	4
A. Palm Tree Trimming.....	4
B. Palm Tree Planting.....	4
II. Terms And Conditions	5
A. Mandatory Pre-Bid Conference	5
B. Licenses/Certification	5
C. Submittals	6
1. Bid Submittal	6
2. Submittals Required With Bid.....	6
3. Submittals Required Upon Provisional Award.....	6
D. Award.....	7
E. Contract Period	7
F. Option To Renew	7
G. Insurance Requirements.....	8
H. Indemnification And Hold Harmless Agreement	9
I. City-Wide Purchase Order.....	9
J. Suspension Clause	9
K. Contract Modifications	9
L. General Provisions.....	10
M. Addenda	10
N. Exceptions.....	10
O. Bid Results	10
P. Request For Taxpayer Identification Number	11
Q. Audit And Inspection Of Records.....	11
R. Assignment Of Contract	11
S. Drug-Free Workplace Policy	11
T. Americans With Disabilities Act	12
U. Equal Employment Opportunity	12
V. Nondiscrimination In Contracting	12
W. Definitions.....	13
III. General Requirements.....	14
A. Scope.....	14
B. Site Location And Schedule.....	14
C. Quality Of Work	15
D. References/Qualifications	15
E. Contractor's Responsibilities.....	15
1. Local Office	15
2. License And Certification.....	15
3. Compliance With The Law	16
4. Subcontractors.....	16
5. Responsibility For Damages	16

TABLE OF CONTENTS *(cont.)*

6. Staffing.....	16
7. Safety Requirements	17
8. Hazardous Conditions.....	17
9. Hazardous Wastes Disposal Procedure.....	18
10. Litter.....	18
F. Payments Withheld	18
G. Termination Of Contract.....	19
H. Method Of Payment/Monthly Reports.....	19
I. Storm Water Pollution Regulations	19
IV. Tree Maintenance Specifications.....	20
A. Palm Tree Trimming.....	20
1. Queen Palms	20
2. Fan Palms.....	20
3. Date Palms	20
4. Climbing Palms Prohibited	21
5. Overhead Utility Lines.....	21
6. Minimum Height For Palms To Be Trimmed.....	21
7. Inspection	21
8. Bee Nests	21
B. Purchasing Palm Trees.....	21
1. Palm Tree Size	21
2. Conditions Under Which Palms Trees Were Grown.....	22
3. Appearance	22
4. Vigor	22
C. Planting Palm Trees	22
D. Scheduling Of Work	22
E. Traffic Control Plans.....	23
V. Forms	24
1. Bidder's References	24
2. Bidder's Statement of Subcontractors	25
3. Bidder's Statement of Available Equipment	26
4. Bidder's Statement of Financial Responsibility	27
5. Contractor Information Form.....	28
6. Certification Survey	29
7. Street/Sidewalk Blockage Report	30
Attachment A	31

I. PRICING PAGE

A. PALM TREE TRIMMING

Item	Est. Qty.	U/M	Description	Unit Cost Per Tree	Extension
1.	17,640	EA	Queen Palms - Syagrus romanzoffiana and Cocos plumosa only.	\$	\$
2.	11,720	EA	Fan Palms – California, Mexican, and Guadalupe only.	\$	\$
3.	1,440	EA	Date Palms – Phoenix canariensis, Dactylifera, reclinata only.	\$	\$
TOTAL SECTION A:					\$

B. PALM TREE PLANTING

Est. Qty.	U/M	Description	Unit Cost Per Tree	Extension
10	EA	Purchase and install 6' BTH Queen Palm	\$	\$
10	EA	Purchase and install 6' BTH King Palm	\$	\$
10	EA	Purchase and install 6' BTH Mexican Fan Palm	\$	\$
TOTAL SECTION B:				\$

TOTAL SECTIONS A & B: \$ _____

II. TERMS AND CONDITIONS

A. MANDATORY PRE-BID CONFERENCE

All Bidders must attend the pre-bid conference. The pre-bid conference will be held at the Street Division Conference Room, 2781 Caminito Chollas, San Diego, CA 92105-5039, on Tuesday, June 10, 2003 at 10:00 a.m.

Bids will not be accepted from Bidders who do not attend the mandatory pre-bid conference and site inspection, nor from Bidders who arrive after the pre-bid conference has started.

Bidders are responsible for verifying site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site.

By submitting a bid, Bidder acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that he has not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

For further information contact Drew Potocki, Contract Administrator at (619) 527-5486. Allow two (2) hours for the pre-bid conference.

B. LICENSES/CERTIFICATION

	License Number	Expiration Date	Name
State Contractor Class and Number	Class: No.:		
International Society of Arboriculture (ISA) Certification			
City of San Diego Business License			

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted.**

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section III, paragraph D).
- b. Bidder's Statement of Subcontractors (as specified in Section III, paragraph D).
- c. Bidder's Statement of Available Equipment (as specified in Section III, paragraph D)
- d. Bidder's Statement of Financial Responsibility (as specified in Section III, paragraph D).
- e. Contractor Information Form (use form on page 28).
- f. Certification Survey (use form on page 29).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance requirements as specified in Section II, paragraph G.
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph P, if not currently on file.

D. AWARD

The City shall award the primary contract by section or lot whichever is in the best interest of the City, to the lowest responsive and responsible Bidder whose bid conforms to the solicitation and is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: Bidder's past performance, bid price, experience, business standing, equipment, financial stability, and any other factors which result in the optimum economic benefit to the City. A secondary "back up" contract may be awarded to the second lowest responsive and responsible Bidder.

E. CONTRACT PERIOD

The initial contract shall be for a period of two (2) years with options to renew for three (3) additional one (1) year periods.

During the initial two (2) year contract period, an automatic increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed 5%, will be granted on the first anniversary of the contract.

Total bid price shall be for one (1) year only.

F. OPTION TO RENEW

After the initial two (2) year contract period, the City may desire to exercise an option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If an increase is requested, the bidder must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City and the City reserves the right to accept or reject. **The City will not grant option year increases which exceed the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less.**

Would the bidder accept the option to renew, subject to the above stated conditions?

☐ YES ☐ NO

Failure to complete the above section will be construed to mean bidder is willing to accept the option to renew, subject to the stated conditions.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

G. INSURANCE REQUIREMENTS

All required insurance will be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance and bond requirements and to require more or less insurance depending upon assessment of the risk of exposure, the vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Automobile Liability** for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**

H. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

I. CITY-WIDE PURCHASE ORDER

The City of San Diego may issue a City-Wide Purchase Order. The terms and conditions for the use of the City-Wide Purchase Order will be as follows:

1. To authorize delivery, the Contractor will be given a number from the Blanket/Open Purchase Requisition and Invoice Form, PA2610.
2. To receive payment, Contractors are required to submit invoices to Central Stores Administration at 8835 Balboa Avenue, San Diego, CA 92123, referencing the City-Wide Purchase Order number and the PA2610.

J. SUSPENSION CLAUSE

Due to circumstances beyond the control of the City, such as "Acts of God" (e.g., floods, earthquakes, etc.) or abandonment of site, (e.g., through sale, easements, or transfer of ownership) it may be necessary for the City to suspend all, or a portion, of the remaining contract. The Contractor shall be notified in writing immediately of said suspension. Monthly invoices from the Contractor to the Contract Administrator shall be for the regular amount **less** that portion of the contract which has been suspended.

K. CONTRACT MODIFICATIONS

At any time during the contract, the City reserves the right to add or delete trees to be pruned or planted as need dictates. Successful Bidder agrees to waive any differences, whether more or less, between estimated quantities and quantities actually selected.

The contract specifications may be modified with the joint approval of the Contractor and the Purchasing Agent. All modifications shall be confirmed in writing prior to implementation.

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

M. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

N. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

O. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

P. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

Q. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

R. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

S. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this bid/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

T. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the Federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

U. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

V. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

W. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Contract Administrator is intended unless otherwise stated. As used herein "provide" shall be understood to mean "provide complete in place", that is, "furnish and install"; the word "site" as used hereinafter shall be understood to mean the location receiving the service. "Contract Administrator" shall be construed to mean the Deputy Director or designated City representative(s) assigned to oversee the contract. "Contractor" shall be held to mean the Successful Bidder, Bidder or Proposer awarded the contract, and/or any person employed by the Contractor working under this contract. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. The use of the word "pruning" shall include the practices sometimes referred to as "trimming".

III. GENERAL REQUIREMENTS

A. SCOPE

Complete trimming service for approximately 30,000 Queen, Fan, and Date palms at locations throughout the City of San Diego to be designated by the Transportation Department. The Contractor shall provide all equipment, labor, and materials necessary for complete trimming and disposal of all debris generated by the work according to the following specifications. Contractor shall include in the bid price the cost for landfill fees and all costs for disposing of debris resulting from the work required by these specifications.

B. SITE LOCATION AND SCHEDULE

The work to be performed under this specification is within the boundaries of the City and shall be completed per zip code in the following order:

<u>Area Schedule</u>	<u>Area No.</u>	<u>Total No. Of Trees Per Zip Code</u>	<u>Zip Codes Included Within Area</u>
July	Area 1	2,059	92115
August/September	Area 2	4,280	92116
October	Area 3	4,705	92103, 92101
November/December	Area 4	1,526	92104
January	Area 5	5,436	92102, 92105, 92113, 92114, 92139
February	Area 6	1,581	92110, 92106
March	Area 7	1,848	92107
April	Area 8	3,185	92109
May	Area 9	1,469	92037
June	Area 10	4,707	92111, 92117, 92123, 92108, 92120, 92119, 92154, 92173

The Contract Administrator may revise the order in which work is to be accomplished, and trees may be added to or deleted from the list of trees to be trimmed. All trees in areas listed shall be completed during the month identified. (See Attachment A for breakdown on total number and types of trees per zip code.)

C. QUALITY OF WORK

All work shall be performed in accordance with the best tree maintenance practices. The Contract Administrator shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

D. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate three (3) years of successful performance trimming and planting palm trees of similar size and scope as required of this contract in the Southern California area. Bidders must also demonstrate that they are properly equipped to perform the work of this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- Bidder's References (use form on page 24).
- Bidder's Statement of Subcontractors (use form on page 25).
- Bidder's Statement of Available Equipment (use form on page 26).
- Bidder's Statement of Financial Responsibility (use form on page 27).

The City reserves the right to reject any bid when, in its opinion, the Bidder cannot perform the contract in accordance with specifications contained herein.

E. CONTRACTOR'S RESPONSIBILITIES

1. Local Office

The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the Contract Administrator. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the Contract Administrator shall be returned within a one (1) hour period.

2. License and Certification

To perform the work described in these specifications, the Bidder must hold a **C-27 and C-61 (D49) State Contractor's License**. This proper license determination has been made by the City. Any Contractor holding a different license who feels qualified to bid on this work must so advise the City Purchasing Agent at least seven (7) days prior to the bid opening. A review of the job will be made, and the City's decision as to the propriety of such license will be final.

The Contractor is required to have an **International Society of Arboriculture (ISA) Certified Arborist** on site at all times. The Certified Arborist may be a working supervisor.

The Contractor must possess the above licenses and certification at time of bid submittal.

The Contractor must possess a City of San Diego Business License prior to award of contract.

3. Compliance With the Law

The Contractor agrees that performance under the contract shall comply with all applicable laws of the United States of America, the State of California, and the County and City of San Diego, and that Contractor shall also comply with all applicable policies of the City of San Diego.

Contractor is required to be knowledgeable about and comply with the City, State, and Federal Laws and Regulations pertaining to Fish & Wildlife during the performance of this contract.

4. Subcontractors

All persons engaged in the work will be considered as employees of the Contractor and the Contractor shall be held directly responsible for their work, subcontractors included.

5. Responsibility for Damages

The Contractor shall be responsible for all damages to existing plant material, people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.

6. Staffing

Supervision. The Contractor shall furnish sufficient supervisory and working personnel to ensure all work required under this contract is completed as scheduled and in accordance with the specifications. A minimum of one (1) qualified field supervisor, who may be the Arborist, shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. This field supervisor must have at least three (3) years of experience overseeing all phases of tree maintenance and personnel, on a site of comparable square footage and plant material. A resume of the assigned field supervisor must be submitted upon request. Payroll records may be utilized to verify experience. The field supervisor must be employed by the Bidder at the time this contract is awarded. Any changes in field supervisors must be submitted in writing to the Contract Administrator.

Physical Ability to Perform Work. All such personnel shall be physically able to do their assigned work.

Appearance. The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

Employees shall be fully clothed in suitable uniform attire with a company identifying marker (a safety vest with the company identification on the back will be considered as an adequate company identifier).

Removal of Employee. The Contract Administrator may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

Communication Skills. Contractor will ensure that all supervisors on-site, can communicate in English both verbally and in writing. Supervisor will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

7. Safety Requirements

All work under this contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

8. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Contract Administrator.

9. Hazardous Wastes Disposal Procedure

In all areas covered by this contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- a. Cordon off the area where the material has been found, to the extent possible.
- b. Immediately call 911 (Fire Department) and provide all relevant information possible:
 - (1) Finder's name and company;
 - (2) Specific location of material;
 - (3) Try to determine:
 - (a) Number, size, and types of containers
 - (b) Description of labels
 - (c) Spillage to soil, pavement, water
 - (d) Description: solid, liquid, color
 - (e) Any danger to public
- c. Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- d. Remain at site until the Fire Department arrives.
- e. Do not move, touch, or sniff any of the material.

10. Litter

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming and other work required in the specifications of this contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment.

F. PAYMENTS WITHHELD

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the specifications which is defective, incomplete, or not performed.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the Contractor to make payments properly to subcontractors for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

G. TERMINATION OF CONTRACT

Should the Contractor fail to meet the specifications of this contract or perform the specifications in a manner deemed by the City to be unsatisfactory, the City may proceed with termination of the contract as stated under General Provisions, Section 45.

H. METHOD OF PAYMENT/MONTHLY REPORTS

Payment shall be made to the Contractor on a monthly basis for all work performed to the satisfaction of the Contract Administrator within thirty (30) days of invoicing by the Contractor. The Contractor shall be required to provide one (1) monthly invoice in triplicate for all work performed. Billing is to be by address and include tree species, ward, caliper, variety (botanical and common), trim date, condition, and appropriate data acceptable to the Contract Administrator. This shall be supplied on IBM compatible computer disk (3.5") along with hard copies. The computer format shall be Microsoft Excel at the discretion of the Contract Administrator.

I. STORM WATER POLLUTION REGULATIONS

All Contractors shall comply with San Diego Municipal Code Section 43.0301, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location.

IV. TREE MAINTENANCE SPECIFICATIONS

A. PALM TREE TRIMMING

1. Queen Palms

Palms to be trimmed are *Syagrus romanzoffiana* and *Cocos plumosa*.

Trimming shall consist of removal of all dead fronds, loose petioles, flower spikes, seed stalks, seed clusters, sheaths, foreign growth, and similar vegetative material from the crownshaft of the palm. Loose petioles are those that may be removed by pulling with reasonable force. When properly trimmed, the lowest remaining fronds on Queen palms shall be live and not below horizontal tree trimming.

2. Fan Palms

Palms to be trimmed are species of the following genera, *Brahea* (*Erythea*) *Washingtonia*, and *Filifera*.

Trimming shall consist of the removal of all dead fronds, necessary live fronds, loose wraps, flower spikes, seed stalks, seed clusters, sheaths, foreign growth, and similar vegetative material from the crownshaft of the palm. When Fan palms are properly trimmed, the lowest remaining fronds shall be live and horizontal.

3. Date Palms

Palms to be trimmed are *Phoenix canariensis* (Canary Island Date palm), *Phoenix dactylifera* (Date palm), and *Phoenix reclinata*.

Trimming shall consist of the removal of all dead fronds; necessary live fronds; tips of old butt stubs, four (4) inches or longer; flower spikes; seed stalks; seed clusters; foreign growth; and similar vegetative material from the crownshaft of the palm. When Date palms are properly trimmed, the lowest remaining fronds shall be live and horizontal. After Date palms are properly trimmed, any remaining seed clusters, sheaths, flower spikes, and flower buds that do not hang out at the lower most two (2) rows of fronds must be left intact. Butts cut from Date palms shall be cut close and perpendicular to the base of the frond.

To control the spread of disease: (a) All pruning tools shall be disinfected before being used to trim a Date palm and (b) all tools shall be disinfected between trees when several Date palms are trimmed in succession. Disinfecting shall consist of immersing pruning tools in a solution of equal parts of household bleach (5.2% sodium hypochlorite) and water for a minimum of five (5) minutes before re-use.

4. Climbing Palms Prohibited

Contractor shall not climb palms for trimming. Exceptions may be made on a case by case basis upon prior approval from the Contract Administrator.

5. Overhead Utility Lines

The Contractor shall trim all palms adjacent to energized power transmission lines in accordance with appropriate California safety regulations for line clearance operations. The Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the Contractor shall notify San Diego Gas and Electric. Work shall then commence in accordance with instructions from the utility company. Contractor shall notify the Contract Administrator of such occurrences at the end of each billing period by placing an asterisk adjacent to each address where conflict is present.

San Diego Gas and Electric may be contacted at (858) 654-8600.

6. Minimum Height For Palms To Be Trimmed

The Contractor shall **not** trim any palm with less than six (6) feet of brown trunk.

7. Inspection

The Contractor shall inspect each tree for signs of pests, diseases, splits, and breakages. Should such condition be found, the Contractor shall immediately notify the Contract Administrator who shall determine if the tree should be trimmed.

8. Bee Nests

If a bee nest (hive) is encountered during palm trimming operations Contractor shall report the location, by street address, to the Contract Administrator. Contract Administrator will arrange to have the nest eliminated within five (5) working days after notification. Upon notification that the nest has been eliminated, Contractor shall trim the palm.

B. PURCHASING PALM TREES

The purchase and planting of palm trees must be pre-authorized in writing by the Contract Administrator.

1. Palm Tree Size

Palms authorized for planting shall be a minimum of six foot brown trunk height. Brown trunk height shall be the distance measured from the soil level of the container to the lowest live uncut frond.

2. Conditions Under Which Palms Trees Were Grown

Palms shall be orchard grown in accordance with good horticultural practices under climatic conditions similar to the City of San Diego for a minimum of two years.

3. Appearance

Palms trees shall be free of dead or dying fronds with all fronds of a normal size and color for the species selected for planting.

All palms trees shall be well grown, symmetrical, without curvature or leaning of trunk from the perpendicular. Excessive scarring of the trunk is unacceptable; the contract administrator shall be the sole determinant of the degree of scarring permitted.

4. Vigor

All palms shall be sound, healthy and vigorous, well foliated prior to pruning and show no signs of previous disease. They shall be free of disease, insect pests, eggs or larvae. They shall have healthy well developed root systems. All palms shall be free of physical damage or adverse conditions which would prevent thriving growth.

C. PLANTING PALM TREES

Contractors are required to obtain a “No-fee Street Tree Planting Permit” from the Contract Administrator prior to planting. At the time the permit is issued the Palm trees must be available for inspection and acceptance by the Contract Administrator for planting.

1. Palm trees shall be installed at original crown depth and staked with two lodgepole stakes and ties. A sufficient berm shall be constructed around the crown of the palm to hold a minimum of five gallons of water without running outside the berm.
2. Palms shall be watered in with a minimum of 15 gallons of water and all soil voids eliminated by ensuring backfill is thoroughly saturated.
3. Excess soil generated from the planting holes, not used as backfill or in establishing finished grade shall be removed from the site.
4. All nursery labels, tags etc., shall be removed from plants and the site shall be left neat and clean to the satisfaction of the Contract Administrator.

D. SCHEDULING OF WORK

The Contractor shall trim palm trees required under this contract between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

Upon award of contract, the Contract Administrator will provide the Contractor with an annual schedule of trees to be maintained during the current contract period.

The Contractor shall report, in writing, to the Contract Administrator each Monday by 9:00 a.m. the count, species, and location of all trees trimmed, roots pruned, and barriers installed in the preceding week, and the work schedule for the current week. Any changes in scheduling shall be reported in writing to the Contract Administrator immediately.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

E. TRAFFIC CONTROL PLANS

The Contractor is responsible for all lane closures, including signage, permits, forms, etc., which may be necessary to accomplish work in a safe and legal manner. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. The Contractor shall provide and maintain adequate barricades and warning devices, as required by the Traffic Division of the City of San Diego Police Department. Flagmen shall be stationed where necessary for the safety of persons and vehicles. Where signs to regulate parking are required, the Contractor shall use approved signs on stands placed on City property (parkway). City Ordinance prohibits signs on trees, lamp posts, and utility posts. Signs on posts driven into the ground are unacceptable. "No Parking" signs must be of the tripod, moveable type that rest on the ground. A sample form is included on page 29 of the bid.

If circumstances necessitate that the work site be posted for "No Parking", the Contractor shall, twenty-four (24) hours in advance of commencing work:

1. Notify the San Diego Police Department, Traffic Division (619) 495-7800, of said posting.
2. Post "No Parking" signs in the work area, in compliance with San Diego Police regulations. Signs shall contain the following:
 - a. "No Parking"
 - b. The day and time (7:00 a.m. to 4:00 p.m.) of restriction; and
 - c. The Contractor's name and phone number where someone may be reached during normal working hours.

V. FORMS

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work was successfully performed within the past three (3) years of a similar size and nature. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Failure to provide details of subcontractors may be grounds for rejection of bid. **NOTE:** Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is **required** to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of the work.

NOTE: Add additional pages if necessary.

Equipment:

Equipment Description:

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available:

Year, Make & Model:

Explanation: _____

Equipment Description:

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available:

Year, Make & Model:

Explanation: _____

Equipment Description:

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available:

Year, Make & Model:

Explanation: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the Bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

CONTRACTOR INFORMATION FORM

CONTRACTOR: _____

BID NUMBER: _____

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. _____

PHONE NUMBER: One (1) Hour Response or Less _____

FAX NUMBER: _____

PAGER NUMBER: _____

CELL PHONE NUMBER: _____

EMERGENCY NUMBER: _____
(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: _____
(Capable of discussing all aspects of the contract)

NAME OF CERTIFIED ARBORIST (**PRINT NAME**): _____

ARBORIST CERTIFICATION NO.: _____

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: _____

SIGNATURE: _____

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN
WRITING TO THE CONTRACT ADMINISTRATOR.

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____
Authorized Signature (Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.



FRANCHISE UTILITY COMPANY ONLY
MAY NOT BE SUBMITTED BY CONTRACTOR

City Use Only

AUTH. # _____

BY: _____

☐ YES ☐ NO

DATE REVIEWED: _____

STREET/SIDEWALK BLOCKAGE REPORT FORM

TO: CITY OF SAN DIEGO, TRAFFIC PERMITS SECTION

DATE: _____

FROM (COMPANY): _____

PHONE NO.: _____

CONTACT PERSON: _____

PHONE NO.: _____

SUBCONTRACTOR: _____

FAX NO.: _____

WE WILL BE WORKING ON THE FOLLOWING CITY STREET:

LOCATION: _____

BETWEEN: _____ AND _____

THOMAS BROS. INDEX – PAGE NO. _____

TYPE OF WORK: _____

LANE CLOSURE	<input type="checkbox"/>	STREET CLOSURE	<input type="checkbox"/>	TRENCHING	<input type="checkbox"/>
SIDEWALK CLOSURE	<input type="checkbox"/>	ALLEY CLOSURE	<input type="checkbox"/>	FLAGGING	<input type="checkbox"/>
PARKING LANE	<input type="checkbox"/>	DETOUR _____	<input type="checkbox"/>		

START DATE: _____ END DATE: _____

WORK DAYS: MONDAY THROUGH FRIDAY

(NO WORK ON SATURDAYS, SUNDAYS, OR HOLIDAYS UNLESS APPROVED AND NOTED IN "COMMENTS")

WORK HOURS: 8:30 A.M. TO 3:30 P.M. (UNLESS OTHER HOURS ARE PRE-APPROVED)

COMMENTS: _____

FAX OR MAIL TO:

CITY OF SAN DIEGO
TRAFFIC CONTROL PERMITS SECTION
1222 FIRST AVENUE, M.S. 502
SAN DIEGO, CA 92101
FAX NO. (619) 446-5294

MINIMUM OF FIVE (5) WORKING
DAYS NOTIFICATION REQUIRED
FOR CONSTRUCTION WORK
WHICH AFFECTS TRAFFIC
SIGNALS
CALL: (619) 446-5294

FOR QUESTIONS CALL: (619) 446-5294

MUST BE SUBMITTED A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO WORK STARTING

ATTACHMENT A

Area Totals	Zip Codes Included within Area
Area 1	92115
Queen - 1,554	
Fan - 495	
Date - 10	
Total - 2,059	
Area 2	92116
Queen 3,686	
Fan - 442	
Date - 152	
Total - 4,280	
Area 3	92103, 92101
Queen - 4,110	
Fan - 539	
Date - 56	
Total - 4,705	
Area 4	92104
Queen - 931	
Fan - 539	
Date - 56	
Total - 1,526	
Area 5	92102, 92105, 92113, 92114, 92139
Queen - 2,705	
Fan - 2,303	
Date - 428	
Total - 5,436	
Area 6	92110, 92106
Queen - 794	
Fan - 698	
Date - 89	
Total - 1,581	
Area 7	92107
Queen - 471	
Fan - 1,165	
Date - 212	
Total - 1,848	

ATTACHMENT A (cont.)

Area 8 92109

Queen - 734
Fan - 2,286
Date - 165
Total - 3,185

Area 9 92037

Queen - 722
Fan - 573
Date - 174
Total - 1,469

**Area 10 92111, 92117, 92123, 92108, 92120, 92119,
92154, 92173**

Queen - 1,931
Fan - 2,677
Date - 99
Total - 4,707

Total Count All Areas

Queen - 17,638
Fan - 11,717
Date - 1,441

Total - 30,796